

ERSKINE & TULLEY
A PROFESSIONAL CORPORATION
MICHAEL J. CARROLL (ST. BAR #50246)
3030 Bridgeway, Suite 231
Sausalito, CA 94965
Telephone: (415)729-9006
Facsimile: (415)729-9023

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

BOARD OF TRUSTEES OF THE SHEET METAL) NO. C 11 4400 NC
WORKERS LOCAL 104 HEALTH CARE TRUST,)
SHEET METAL WORKERS PENSION TRUST OF)
NORTHERN CALIFORNIA, SHEET METAL)
WORKERS LOCAL 104 VACATION, HOLIDAY)
SAVINGS PLAN; BRUCE WORD, TRUSTEE,)

JUDGMENT PURSUANT
TO STIPULATION

Plaintiffs,)

vs.)

FERTADO HEATING & AIR, a California)
corporation,)

Defendant.)

It appearing that Plaintiffs BOARD OF TRUSTEES OF THE SHEET
METAL WORKERS LOCAL 104 HEALTH CARE TRUST, SHEET METAL WORKERS PENSION
TRUST OF NORTHERN CALIFORNIA, SHEET METAL WORKERS LOCAL 104 VACATION,
HOLIDAY SAVINGS PLAN; BRUCE WORD, TRUSTEE, through their attorneys,
and defendant, FERTADO HEATING & AIR, a California corporation, have
Stipulated that plaintiffs have and recover judgment from Defendant
and it appearing that the Stipulation is in all respects proper and
that the Stipulation provides for judgment against defendant in the
amount of \$151,239.50,

1 IT IS HEREBY ORDERED AND ADJUDGED that Plaintiffs BOARD OF
2 TRUSTEES OF THE SHEET METAL WORKERS LOCAL 104 HEALTH CARE TRUST, SHEET
3 METAL WORKERS PENSION TRUST OF NORTHERN CALIFORNIA, SHEET METAL
4 WORKERS LOCAL 104 VACATION, HOLIDAY SAVINGS PLAN; BRUCE WORD, TRUSTEE,
5 have and recover judgment from defendant, FERTADO HEATING & AIR, a
6 California corporation, in the amount of \$151,239.50, which is composed
7 of the following:

8 a. Contributions due and unpaid to Plaintiff Trust Funds
9 for December 2011 in the amount of \$61,498.91;

10 b. Liquidated damages due and unpaid to the Plaintiff
11 Trust Funds for June through December 2011 in the amount of
12 \$89,390.59;

13 c. Interest due pursuant to contract in an amount to be
14 computed at the end of the payment plan set forth below; and

15 d. Costs of suit incurred in this action in the amount of
16 \$350.00.

17 IT IS FURTHER ORDERED AND ADJUDGED that execution will not
18 issue on the judgment so long as defendant fully complies with the
19 following conditions:

20 1. Defendant shall make payments of all ongoing amounts
21 to become due to the SHEET METAL WORKERS OF NORTHERN CALIFORNIA TRUST
22 FUNDS pursuant to contract between defendant and Local Union 104 of
23 the Sheet Metal Workers' International Association for hours worked
24 by defendant's employees, commencing with payment for January 2012,
25 hours due on or before February 20, 2012 and continuing until the full
26 amount of this judgment is paid. Each of said payments will be made
27 by check payable to SHEET METAL WORKERS TRUST FUNDS and sent to the
28 post office box on the report form.

1 2. Defendant shall pay the amount of the contributions
2 under paragraph (a) in the amount of \$61,498.91 in ten monthly
3 installment payments of \$6,149.89. The first installment is due March
4 15, 2012 and each subsequent installment shall be paid on the 15th of
5 each month thereafter until the entire contribution amount has been
6 paid. Said installment payments will be made by check payable to the
7 SHEET METAL WORKERS TRUST FUNDS and sent to the collection attorney,
8 ERSKINE & TULLEY, 3030 Bridgeway, Suite 231, Sausalito, CA 94965,
9 Attention: Michael Carroll.

10 3. Once the above amount of \$61,498.91 is paid in full,
11 the Ways & Means Committee for Plaintiff Trust Funds will exercise
12 it's discretion and review defendant's eligibility for a reduction of
13 the liquidated damages, interest, and costs owed as stated in
14 paragraphs (b), (c), and (d) above. If defendant is not eligible for
15 a complete waiver of the amounts due under paragraphs (b), (c), and
16 (d), defendant shall make payment on the remaining balance of
17 \$89,740.59, plus interest in as many additional monthly installments
18 of \$6,149.89 as may be required to pay the full amount of the
19 judgment, or such lesser sum agreed to by Plaintiff Trust Funds. The
20 first payment would be due after notification of the Trust Funds'
21 decision, with payments continuing each month thereafter.

22 4. Plaintiffs and Defendant each understand and agree that
23 any modification of payments must be made in writing and agreed to by
24 both the Plaintiffs and the Defendant.

25 IT IS FURTHER ORDERED AND ADJUDGED that upon failure of the
26 Defendant to make any of their monthly contribution payments pursuant
27 to the collective bargaining agreement as set forth in paragraph 1
28 above, and the monthly installment payments in a timely manner as

1 required pursuant to the terms of paragraphs 2 and 3 of the
 2 stipulation, execution on the entire judgment in the amount of
 3 \$151,239.50 reduced by any offsets for payments made, shall issue only
 4 after ten (10) days written notice to the Defendant and Defendant's
 5 counsel that Plaintiffs or Plaintiffs' attorney declares a default and
 6 intends to file a Declaration stating that a default has occurred on
 7 the part of the defendant. Defendant waives notice of any hearing
 8 held by the court upon the earlier execution of this judgment or
 9 Plaintiffs' declaration.

10 Defendant was advised to consult legal counsel regarding the
 11 Stipulation.

12 Dated: February 29, 2012

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